

PROCUREMENT & MATERIALS
MANAGEMENT DIVISION
100 N. ANDREWS AVENUE
FORT LAUDERDALE, FL 33301
Ph: (954) 828-5933; Fax: (954) 828-5576

CITY OF FORT LAUDERDALE
INVITATION TO BID
e-mail: purchase@ci.fort-lauderdale.fl.us
ITB NO. 242-8974

ISSUE DATE: 11/20/03
PAGE 1 OF 27
**BIDS MUST BE RECEIVED
PRIOR TO 2:00 P.M.
ON: 12/11/03**

TITLE: Sabal Palmetto Replacement at Executive Airport
PROCUREMENT SPECIALIST: James Hemphill
CONTACT FOR TECHNICAL QUESTIONS: Fernando Blanco
Bidder Must Complete the Following:

DEPT: Engineering
PHONE: (954) 828-6536

Vendor Name	Total Bid Discount (section 1.04)
Number & Street:	Bids are firm for Acceptance for 90 days (Section 1.05) Yes _____ No _____ Other _____
City, State, Zip (+4) (See General Conditions Section 1.01)	
If this Invitation was mailed to an incorrect address, Mark "X" here <input type="checkbox"/> and we will adjust our records Area Code and Telephone No. () _____ (800) _____ FAX () _____ e-mail: _____	State or reference any variances (section 1.06) Web site address: http://www/ _____ NO BID: If not submitting a bid, state reason below and return one copy of this form (section 1.07)
Delivery: Calendar days after receipt of Purchase Order: (section 1.02) _____ days	
Payment Terms: (section 1.03) _____% , net _____	Does your firm qualify for MBE, WBE, SBE status in accordance with Section 1.08 of General Conditions? MBE _____ WBE _____ SBE _____
How to Submit Bids/Proposals: It will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Procurement Division, 6 th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. <u>Do not submit by facsimile. Facsimile bids will not be accepted.</u> Each bid envelope must be sealed with the following information stated on the <u>OUTSIDE</u> of the envelope: BID/RFP No. 242-8974 Title: Sabal Palmetto Replacement Opens: 12/11/03/ 2:00 PM	
Vendor Certification: I, the below signed hereby agree to furnish the required article(s) or services(s), at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. I have read all attachments and fully understand what is required. By submitting this bid, I certify that I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications contained in this bid. I certify that I have not divulged to, discussed with, or compared this bid with any other bidder(s) and have not colluded with any other bidder(s) or parties to this bid. I certify I am authorized to contractually bind the bidding firm. _____ Signature of Authorized Representative _____ Name of Authorized Representative (typed or printed)	
_____ Title (Typed or Printed) _____ Date	

**City of Fort Lauderdale
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Division of Purchasing. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 **BIDDER ADDRESS:** The City maintains automated vendor mailing lists for each specific Commodity Class Item. Invitation to Bid (ITB'S) will be mailed first to a selection of Bidders who have fully registered on our system. Requests will be mailed to unregistered Bidders within a reasonable time frame for that bid only. Neither the mailing of one ITB to the vendor, nor a bid in return, will register a vendor on our system. If you wish purchase orders sent to a different address, please so indicate. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 **DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.04 **TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.05 **BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that his bid and the prices quoted in his bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.06 **VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.
- 1.07 **NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.08 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its purchasing activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term 'Minority Business Enterprise' means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

- 1.09 **MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**
It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.09(a) Certification by Broward County, Florida

CERTIFICATION BY BROWARD COUNTY, FL: If awarded a contract or purchase order as a result of this solicitation, and if the awarded contractor/vendor is claiming minority status in accordance with Section 1.08 of the General Conditions, then said awarded contractor/vendor shall apply for certification by Broward County, Florida, Division of Equal Employment and Small Business Opportunity. Contractor/vendor shall provide documentation of application status, and once approved or disapproved by Broward County, must also provide that documentation to the Purchasing Division of the City of Fort Lauderdale.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 **BIDDING DEFINITIONS:** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
BID – a price and terms quote received in response to an ITB.
PROPOSAL – a proposal received in response to an RFP.
BIDDER – Person or firm submitting a Bid.
PROPOSER – Person or firm submitting a Proposal.
RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
The following terms may be used interchangeably by the City: ITB, or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement, or Purchase Order.
- 2.02 **SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 **SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Purchasing Office, or other designated area, in the presence of Bidder's, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 **MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 **PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.
- 3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

- 3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in his bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in his bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet, or exceed these items, and feels that the technical specifications are overly restrictive, he must notify the Purchasing Division immediately. Such notification must be received by the Purchasing Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract .
- 3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
- 3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Purchasing Manager reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond, postal money order, cashiers check, or irrevocable letter of credit. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond or irrevocable letter of credit, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 **PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.
- 3.16 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 **RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid. If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

PART IV BONDS AND INSURANCE

- 4.01 **PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT:** If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting his bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.
- 5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.
- 5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, he will, if he has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

- 5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.
- 5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried on under this contract.
- 5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 **NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a state period of time.
- If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.
- 5.17 **ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 **PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Manager or selected designee.
- 5.20 **LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

PART I – INTRODUCTION / INFORMATION**01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified firms, hereinafter referred to as the Contractor, to provide Sabal Palmetto Replacement for the City's Engineering Department, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

02. INFORMATION OR CLARIFICATION

2.1 For information concerning procedures for responding to this ITB, contact the Procurement Specialist, James Hemphill at (954) 828-5143. For information concerning the technical specifications or scope of services, contact Fernando Blanco at (954) 828-6536. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

It is preferred that all questions be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301; ATTN: James Hemphill. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 828-5576 ATTN: James Hemphill, or VIA e-mail to: jameshe@fortlauderdale.gov. Questions of a material nature must be received prior to the cut-off date specified in the ITB Schedule.

Proposers please note: No part of your proposal can be submitted via FAX. The entire proposal must be submitted in accordance with the Instructions contained in this ITB.

02.4. SITE VISIT - It will be the sole responsibility of the bidder to inspect the City's location(s) prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the bidder has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

03. INSPECTION OF FACILITIES:

It is the Proposer's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from any other activities in the surrounding area. Arrangements for proposers inspection of facilities and/or activity schedules may be secured by contacting **Mr. Fernando Blanco @ (954) 828-6536**

04. ELIGIBILITY

To be eligible to respond to this Invitation To Bid the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services similar to those specified in the Scope of Services section of this ITB.

05. INTERPRETATION OF BIDDING DOCUMENTS:

Only the interpretation or correction so given by the Purchasing Manager, City of Fort Lauderdale or his designee, in writing, shall be binding and prospective proposers are advised that no other source is authorized to give information concerning, or to explain or interpret, the ITB documents.

06. RESERVATION FOR REJECTIONS AND AWARD

The City of Fort Lauderdale reserves the right to accept or reject any or all proposals or parts of proposals, to waive irregularities and technicalities, and to request re-proposals. The City also reserves the right to award the contract on such items the City deems will best serve the interest of the City. The City further reserves the right to award the contract on a 'split order' basis, or such combination as shall best serve the interests of the city unless otherwise specified.

07. CONFLICT OF INTEREST

All possible Company / City Employee conflict of interest must be disclosed.

08. LOBBYIST ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://ci.ftlaud.fl.us/documents/index.htm>.

09. PURCHASING CARD PROGRAM

The City has implemented a Purchasing Card Program through SunTrust Bank, N.A., using the VISA network. If the City chooses, purchases made from this contract may be made using the City's Purchasing Card. Contractor will receive payment from the purchasing card in the same manner as other VISA purchases. Accordingly, bidders must presently have the ability to accept VISA or take whatever steps necessary to implement the ability before the start of the contract term, or contract award by the City. The City reserves the right to revise this program in conjunction with implementation of an on-line procurement system.

PART II - ITB SCHEDULE

Release ITB	11/20/03
Last Date for Receipt of Questions of a Material Nature	12/03/03
PROPOSAL DUE (Prior to 2:00 PM)	12/11/03

PART III - SPECIAL CONDITIONS**01. GENERAL CONDITIONS**

ITB General Conditions Form G-107 Rev. 7/01 (GC) are included and made a part of this ITB as Exhibit "A".

02. RULES AND PROPOSALS

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

03. FAMILIARITY WITH LAWS

All proposers are required to comply with all Federal, State and Local Laws, Codes, Rules and Regulations that govern and control the actions and operations of this proposal.

04. CONFLICT OF INSTRUCTIONS

If a conflict exist between the General Conditions and instructions contained herein, and the Special Conditions and instructions contained herein, the special conditions shall govern.

05. RELATED EXPENSES/TRAVEL EXPENSES (IF APPLICABLE)

Contractor shall incur no travel or related expenses chargeable to the City without prior approval by an authorized City representative.

06. TAXES AND PERMITS:

The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The bidder shall take these factors into consideration in preparing his proposal, including therein the cost of the State and Use Tax on materials, but excluding the cost of those taxes and permits not applicable.

07. MODIFICATION OF SERVICES (Deletions / Additions)

07.1 The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

07.2 If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

08. SELLING, TRANSFERRING OR ASSIGNING CONTRACTS

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of The City of Fort Lauderdale.

09. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

10. INSURANCE

The Contractor shall carry at all times the following insurance coverage:

Worker's Compensation & Employer's Liability Insurance Limits:

Worker's Compensation for all Contractor employees.

Employer's Liability in the amount of \$100,000

Commercial General Liability Insurance Limits:

Combined single Limit Bodily Injury/Property Damage with minimum limits of \$500,000.

Automobile Liability Insurance Limits:

Bodily Injury - \$250,000 each person

\$500,000 each occurrence

Property Damage \$100,000 each occurrence

The City shall be named as an additional insured for Commercial General Liability, only. All certificates of insurance must be submitted to the Purchasing Division and be approved by the City's Risk Manager prior to commencement of any work.

11. INDEMNITY/HOLD HARMLESS AGREEMENT

The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

PART IV - TECHNICAL SPECIFICATIONS / SCOPE OF SERVICES

The following items are associated with the proposed removal and replacement of withered and/or dying Sabal Palmetto palms of various heights along Executive Airport Way and adjoining drainage ditch. The work area is located just south of N.W. 62 Street (Cypress Creek Rd.) between N.W. 21st Avenue and N.W. 28th Way (see attached sketch). The installation of new Sabal Palms shall require a 6-month watering and maintenance period. Sabal palms shall be supplied, installed, and maintained as described in the attached details, notes, and specifications.

Bidders are encouraged to perform a preliminary site visit in order to familiarize themselves with the site and the project scope.

The intent of this contract is to provide for the removal and replacement of Sabal Palmetto's along the Executive Airport Way.

SECTION 02950 TREES, SHRUBS AND GROUND COVER

PART I - GENERAL

1.01 WORK INCLUDED

- A. Provide labor, materials, necessary equipment and services to complete the Trees, Plants and Groundcover work, as indicated on the drawings, as specified herein or both.

1.02 RELATED WORK

- A. Section 02481 – Tree relocation and protection **(Not Applicable)**

1.03 QUALITY ASSURANCE

- A. Reference: Grades and Standards for Nursery Plants, Florida Department of Agriculture, all volumes.
- B. Inspection
 - 1. Furnish plant materials inspected by State Department of Agriculture at the growing site and tagged or otherwise approved for delivery by the City.
 - 2. Inspection at growing site does not preclude right of rejection at project site.
- C. Furnish plant materials certified by State Department of Agriculture to be free from hazardous insects or disease.
- D. Plant material shall meet Florida Nurserymen's standards and requirements.

1.04 SUBMITTALS

- A. Certificate of inspection of plant material by State Authorities.
- B. Fertilizer Packets with label attached
- C. Bio- Stimulant packages (8 oz.)
- D. Pre-Emergent Herbicide

1.05 DELIVERY, STORAGE AND HANDLING

- A. Inventory:
 - 1. Verify that species and quantity of plants matches that on plant list and drawings.
- B. Preparation for delivery:
 - 1. Prune head and/or roots of all trees as required to assure safe loading, shipment and handling without damaging the natural form and health of the plant.

TREES, SHRUBS AND GROUNDCOVER (Continued)

2. Balled and Burlapped (B&B) plants:
 - a. Verify that all trees and palms have been root pruned not less than 8 weeks prior to digging, and not more than 16 weeks prior to digging.
 - b. Dig and prepare for shipment in manner that will not damage roots, branches, shape, and future development after replanting.
 - c. Ball with firm, natural balls of soil.
 - d. Wrap ball firmly with burlap or strong cloth and tie: ANSI Z60.1.
 3. Specimen plants: Exercise care in digging, wrapping, and binding of such specimens to assure safe loading, shipment and handling to preserve specimen status.
- C. Delivery:
1. Deliver plants with legible identification labels.
 - a. Label trees, evergreens, bundles or containers of like shrubs, or groundcover plants.
 - b. State correct plants name and size indicated on Plant List.
 - c. Use durable waterproof labels with water resistant ink, which will remain legible for at least 60 days.
 2. Protect during delivery to prevent damage to root ball or desiccation of leaves.
 3. Notify City of delivery schedule in advance so plant material may be inspected upon arrival at job site.
 4. Remove unacceptable plant material immediately from job site.
 5. Deliver fertilizer to site in original unopened containers bearing manufacturers guaranteed chemical analysis, name, trade name, trademark, and conformance to State law.
- D. Storage:
1. Balled and Burlapped plant stock: Deliver direct from nursery.
 2. Protect roots of plant material from drying or other possible injury. Keep plant ball moist at all times.
 3. Store plants in shade and protect from weather.
 4. Maintain and protect plant material not to be planted within four hours.
- E. Handling:
1. Do not drop plants.
 2. Do not pick up container or balled plants by stems or trunks.

TREES, SHRUBS AND GROUNDCOVER (Continued)**PROJECT 9831****1.06 JOB CONDITIONS**

- A. Planting Season: Perform actual planting only when weather and soil conditions are suitable in accordance with locally accepted practice.
- B. Locate underground utilities and other non-readily visible structures prior to digging. Repair damage to underground utilities, and / or construction caused by utility damage.
- C. Adjust plant spacing as required to avoid damage to roots of existing trees. Notify Landscape Architect of conflicts which require field adjustment to avoid damage to existing trees.
- D. Maintain identification and barricading of all existing plant material to remain throughout the installation and required maintenance period.

1.07 GUARANTEE

- A. Guarantee new plant material for a period of 12 months after date of Final Completion.
- B. Replacement plants under this guarantee shall be replaced within two (2) weeks of rejection and guaranteed for twelve (12) months from date of installation.
- C. Repair damage to other plants, lawn or construction work during plant replacement, including, but not limited to, damage to existing trees, walks, lattice, site furnishings, etc.

1.08 SCHEDULING

- A. Install trees, shrubs, and groundcover before lawns are installed.
- B. Notify the Architect of anticipated installation date at least two (2) weeks in advance.

PART II - PRODUCTS**2.01 PLANT MATERIAL**

- A. Well-formed and shaped, true to type, and free from disease, insects, and defects such as knots, sun-scald, windburn, injuries, abrasion or disfigurement.
- B. True to botanical and common name and variety: American Joint Committee on Horticultural Nomenclature, Standardized Plant Names, latest edition.
- C. Minimum grade of Florida No. 1 in accordance with Grades and Standards for Nursery Plants published by the State of Florida Department of Agriculture.
- D. Plants not listed in Grades and Standards for Nursery Plants shall conform to a Florida No. 1 as to: (1) Health and vitality; (2) condition of foliage, (3) root system, (4) freedom from pest or mechanical damage, (5) heavily branched and densely foliated according to the accepted normal shape of the species or sport.
- E. Nursery Grown: ANSI Z60.1
 - 1. Grown under climatic conditions similar to those in locality of project
 - 2. Container grown stock:
 - a. Growing in container for minimum 30 days before delivery.
 - b. Not root bound or with root systems hardened off.
 - 3. Use only groundcover plants well established in removable containers, integral containers, or formed homogenous soil sections.

TREES, SHRUBS AND GROUNDCOVER (Continued)**PROJECT 9831****2.02 PLANTING SOIL**

- A. Planting soil mixture for backfill around trees, shrubs, and groundcover shall be as specified in sheet 31 of construction documents.

2.04 TOP MULCH

- A. Eucalyptus bark, shredded, loose, substantially free of mineral waste materials, and showing an acid reaction.
- B. Minimum organic matter by weight on an oven dry basis: 85%.
- C. Processed specifically for use as top mulch around plant beds.

2.05 GUYING AND STAKING MATERIAL

- A. Stakes for tree support:
 - 1. Construction grade pressure treated pine, minimum nominal size 2 in. x 4 in.
 - 2. Nylon Strapping - black mesh, minimum 2" wide.

2.06 FERTILIZER / BIO-STIMULANT

- A. Trees and Palms and Ground Covers
 - 1. Bio-Stimulant DieHard Transplant and Palm 8 oz. Packets. Contact: Sam Console 954.771.4761 (Hort Enterprises).
 - 2. Nutri Pak 3-Year Time Released (12-4-12 Palms) Controlled Fertilizer Packets. Contact: Sam Console 954.771.4761 (Hort Enterprises).
 - 3. Nutri Pak 3-Year Time Released (16-8-8 Trees, Shrubs and Evergreen) Controlled Fertilizer Packets.

PART III – EXECUTION**3.01 INSPECTION**

- A. Verify final grades have been established prior to beginning planting operation.
- B. Inspect trees, shrubs, and groundcover plants for injury, insect infestation, and trees and shrubs for improper pruning.
- C. Do not begin planting of trees until deficiencies are corrected, or plants replaced.

3.02 LOCATION / STAKING

- A. Stake out locations for plants and outline of planting beds on ground.
- B. Do not begin excavation until stake out of plant locations and plant beds are acceptable to the Landscape Architect.
- C. Trees to be located and staked for inspection by the Landscape Architect.

TREES, SHRUBS AND GROUNDCOVER (Continued)**PROJECT 9831****3.03 PREPARATION****A. Pits and trenches:****1. Shape:**

- a. Vertical sides and flat bottom.
- b. Plant pits to be square or circular.

2. Size:**a. Trees:**

- (1) Depth: Minimum 2 ft. from finish grade and increased as necessary to accommodate planting ball and at least 12" planting soil backfill below ball or roots.
- (2) Width or diameter: 4 ft. greater than diameter of planting ball (unless otherwise approved by the City for special planting areas).

b. Shrubs, 3 gallon or larger container:

- (1) Depth: As necessary to accommodate planting ball and at least 6 in. of planting soil backfill below planting ball.
- (2) Completely excavate all shrub beds to minimum.

B. Planting Beds - 1 gallon or smaller container:

1. Planting beds to receive a depth of 12 in. planting soil mixture throughout.
2. Bring beds to smooth, even surface conforming to established grades after full settlement has occurred.

C. Disposal of excess soil:

1. Use acceptable excess excavated topsoil to form watering berm around the trees and palms.
2. Dispose of unacceptable or unused excess soil off the project site or as directed by the City.

D. Test fill tree pits with water before planting to assure proper drainage percolation is available. Pits that are found to not be adequately draining shall be excavated to a depth sufficient for drainage and backfilling with coarse sand. No allowances will be made for lost plants due to improper drainage. Replace with same species size and specification.**3.04 PLANTING****A. General**

1. Remove burlap from top 1/2 of rootball.
2. Center plant in pit or trench

TREES, SHRUBS AND GROUNDCOVER (Continued)**PROJECT 9831**

3. Face for best effect, or as directed by the City.
 4. Set plant plumb and hold rigidly in position until soil has been tamped firmly around planting ball.
 5. Use only planting soil backfill as specified herein before.
 6. Place sufficient planting soil under plant to bring top of planting ball to finish grade.
 7. Backfill pit or trench with planting soil in 9 in. layers and water each layer thoroughly to settle soil and work soil completely around roots and planting ball.
 8. After soil settles fill pit with planting soil, water, and leave pit surface even with finish grade.
 9. Topsoil berm:
 - a. Construct a topsoil berm 6 in. above finish grade forming a watering basin with a level bottom around each palm or tree.
 - b. Size: 1 ft. greater than diameter of planting ball.
 - c. Leave saucer for 3 months. At the end of 3 months, re-grade area and re-mulch 12" out from trunk (or planting bed) for all plantings. Remove excess from basin and clean area. Replace any damaged plant material.
- B. Balled and Burlapped Plants (B & B):
1. Place in pit on planting soil backfill material that has been hand-tamped prior to placing plant.
 2. Place with burlap intact so location of ground line at top of ball is same as at nursery where grown.
 3. Remove binding at top of planting ball and cut off exposed burlap.
 4. Do not pull wrapping from under planting ball.
 5. Do not plant if planting ball is cracked, broken or showing evidence of voids before or during planting process. Replace with plant of same species, size, and specification.
- C. Relocated Trees and Palms
1. Refer to Section 02481, Tree Relocation and Protection if applicable.
- D. Container-grown plants:
1. Can removal:
 - a. Do not injure planting ball.
 - b. Do not cut cans with spade or ax.
 - c. Do not cut sides on knockout cans.
 - d. Carefully remove plants without injury or damage to planting ball.
 - e. After removing plant. Superficially cut edge roots with knife on three sides.

TREES, SHRUBS AND GROUNDCOVER (Continued)**PROJECT 9831**

2. Dig planting holes to size as shown.
3. Hand place plants which are in containers less than one gallon in size.
4. Hand backfill and hand tamp leaving slight depression around bases of plants.
5. Do not cover top of root ball.
6. Water for settlement and replace required planting soil.

3.05 FERTILIZER APPLICATIONS

- A. Apply at time of planting, before mulching.
- B. Apply at following rates for each tree, palm and shrub and ground cover:
 1. Bio-Stimulant for Trees and Palms: For each 2" Caliper of Tree or Palm, use 1 "DieHard" Transplant (8 oz.) packet at time of planting.
 2. Fertilizer for Container or B&B Palms: Use 4 Packets Nutri Pak 3-Year Time Released (12-4-12 Palms) Fertilizer Packets.
 3. Fertilizer for 25 gal or B&B Trees: Use 4 Packets Nutri Pak 3-Year Time Released (16-8-8 Trees, Shrubs, Evergreens) Fertilizer Packets.
 4. Fertilizer for 3 gal Shrubs: Use 2 Packets Nutri Pak 3-Year Time Released (16-8-8 Trees, Shrubs, Evergreens) Fertilizer Packets.
 5. Fertilizer for 1 gal Groundcover: Use 1 Packet Nutri Pak 3-Year Time Released (16-8-8 Trees, Shrubs, Evergreens) Fertilizer Packets.
- C. During backfilling with planting soil mix (Section 02920) place Packets next to the root zone as per Manufacturers Specs. Do not place in the bottom of the hole or touching the side roots. Water immediately until root structure of plant is wet.

3.06 WEED CONTROL

- A. Apply pre-emergent herbicide, as approved by the Landscape Architect, per manufacturers rate and method of application to landscape bed areas.
- B. Apply pre-emergent herbicide before mulching and again as necessary throughout required maintenance period to prevent weed seed germination.
- C. Do not use a herbicide or an application technique that will damage plant material. Replace, and / or repair damage to plants injured by herbicide application.

3.07 TOP MULCHING

- A. Top mulch planting pits, trenches, and areas within two days after planting.
- B. Cover watering basin or bed evenly with 3 inches of top mulch material.
- C. Water thoroughly, immediately after mulching.
- D. Hose down planting area with fine spray to wash leaves of plants at least twice a week until final acceptance.

TREES, SHRUBS AND GROUNDCOVER (Continued)**PROJECT 9831****3.08 GUYING AND STAKING OF TREES**

- A. Stake trees as shown on the drawings.
 - 1. Stake installation:
 - a. Drive stakes perpendicularly, 3 ft. into ground at edge of root ball. Do not drive stake through root ball or soil separator or drainage gravel if present.
 - b. Number of stakes as shown on details.
 - 2. Tying and cross-bracing:
 - a. Trees over 4 in. in caliper:
 - (1) Stake and tie firmly with nylon strapping as shown on drawings.
 - b. Trees less than 4 in. in caliper:
 - (1) Tie nylon strapping to vertical stakes as shown on drawings.
 - 3. Maintenance: Trees and palms to remain braced continuously during duration of project.

3.09 PRUNING

- A. New plant material:
 - 1. Prune minimum necessary to remove injured twigs and branches, deadwood, and suckers. Pruning shall be done with regard to natural form of plant material.
- B. Relocated plant material:
 - 1. Necessary pruning shall have been done prior to delivery to the site.
 - 2. Prune minimum necessary to remove branches and twigs injured by delivery, storage, and installation.
- C. Existing plant material to remain:

Prune branches and twigs of existing plants to remain so as to enhance the natural form of the plant material; remove injured branches, deadwood, and suckers; insure adequate clearance from new and proposed structures, and provide for a healthy growing state for new growth. Trim as specifically directed by the Landscape Architect in special conditions.

3.10 MAINTENANCE

- A. General:
 - 1. Begin maintenance immediately after each item is planted and continue until final inspection and acceptance.
 - 2. Maintain a healthy growing condition by pruning, watering, cultivating, weeding, mowing, mulching, tightening, and repairing of guys, resetting plants to proper grades or upright position, restoration of plant saucer, and furnishing and applying such sprays as necessary to keep planting free of insects and diseases.
 - 3. The root system of plants shall be watered at such intervals as will keep the surrounding soil in best condition for promotion of root growth and plant life.
 - 4. Keep planting saucers and beds free of weeds, grass and other undesired vegetation growth.

TREES, SHRUBS AND GROUNDCOVER (Continued)**PROJECT 9831**

5. Protect planting areas and plants against trespassing and damage for the duration of the maintenance period.
6. Inspect plants at least once a week and perform maintenance promptly. Replace impaired or dead plants promptly. Do not wait until near the end of the guarantee period to make replacements of plants that have become unacceptable.
7. Remove soil ridges from around watering basins prior to end of maintenance period.

B. Watering:

1. Provide for a 6-month watering and maintenance program. The watering shall be done on a 3-day per week basis.

3.11 CLEANING

- A. Fill pits / depressions in holding area and rough grade to meet surrounding elevations. Remove organic or other debris resulting from the plant relocation process.
- B. Sweep and pressure wash paved surfaces until clean.
- C. Remove planting debris from project site and holding area.

3.12 INSPECTION AND FINAL ACCEPTANCE

- A. Inspection of all work shall be made after ninety (90) day period of maintenance, upon written request of Contractor. At that time, if all work is satisfactory, that will constitute Final acceptance.
- B. Request for inspection shall be received by the Project Engineer at least five (5) days before anticipated date of inspection.
- C. Plants that have died or are in unhealthy or badly impaired condition on inspection shall be treated or replaced.
- D. If the Project Engineer has reason to believe that the plants are not of the specified grade, they may request a re-grading inspection by the division of plant industry, State of Florida Department of Agriculture, and such evidence will be the basis for requiring replacement of undergrade plant material.
- E. Replace rejected plants in the season that is most favorable for resetting kinds of plants required, if possible within two week of inspection.
- F. Final acceptance date of landscaping shall constitute the beginning of guarantee period.

Contractors responsibility for maintenance (exclusive of replacement within guarantee period) shall terminate on date of Final Acceptance.

END OF SECTION 02950

CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES. CARE SHOULD BE TAKEN NOT TO DISTURB OR DAMAGE ANY UTILITIES. ANY DAMAGE TO THESE FACILITIES WILL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR IN A MANNER APPROVED BY THE OWNER'S REPRESENTATIVE. WHERE UNDERGROUND CONSTRUCTION OR OBSTRUCTIONS WILL NOT PERMIT THE INSTALLATION PER PLANS, NEW LOCATIONS FOR THE PLANT MATERIAL WILL BE DESIGNATED BY THE LANDSCAPE ARCHITECT.

TREE LOCATIONS ARE TO BE STAKED IN THE FIELD PRIOR TO INSTALLATION. LOCATIONS ARE SCHEMATIC AND MAY REQUIRE ADJUSTMENT IN EVENT OF CONFLICTS WITH UTILITIES, EXISTING PLANT MATERIAL, ETC., PROJECT ENGINEER TO APPROVE FINAL LOCATIONS PRIOR TO PLANTING.

ALL PLANT MATERIAL TO BE GRADE #1 OR BETTER. ALL PLANT MATERIAL DESIGNATED SPECIMEN SHALL BE FLORIDA FANCY AS DESIGNATED IN "GRADES AND STANDARDS FOR NURSERY PLANTS", STATE PLANT BOARD OF FLORIDA.

ALL PALMS TO BE THOROUGHLY WATERED IN AT PLANTING. PALMS SHALL BE STAKED TO ASSURE PROPER ALIGNMENT AND STABILITY.

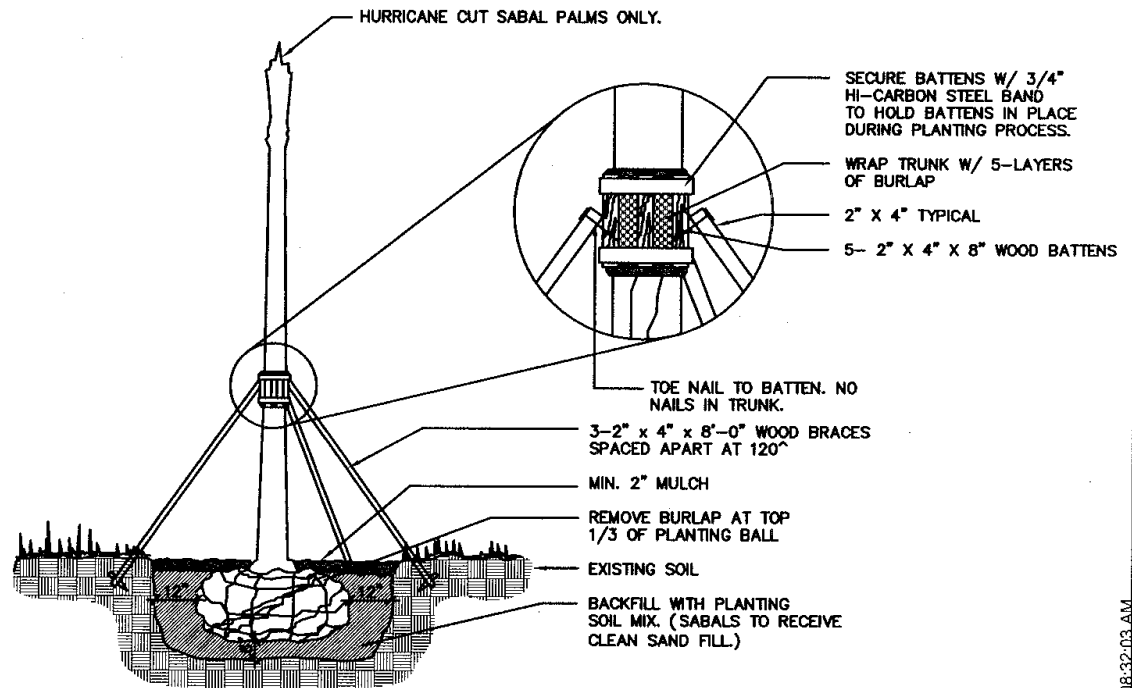
PALM HEIGHTS ARE APPROXIMATE. USE SPECIFIED HEIGHTS AS GUIDES TO ACHIEVE PROPER STAGGER IF EXACT HEIGHT IS NOT AVAILABLE.

CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL QUANTITIES FOR MATERIAL SHOWN ON DRAWINGS PRIOR TO SUBMITTING BID. PLANTING PLAN TO TAKE PRECEDENCE OVER PLANT LIST. FINAL SOD, MULCH, AND TOPSOIL QUANTITIES ARE TO BE MADE BY THE CONTRACTOR.

CONTACT PROJECT ENGINEER 7 CALENDAR DAYS PRIOR TO ANY LAYOUT. AFTER FLAGGED OR PAINTED LAYOUT PROJECT ENGINEER TO MAKE FIELD ADJUSTMENTS PRIOR TO ANY PLANTING.

GENERAL NOTES

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**SPECIAL WATERING NOTE:**

CONTRACTOR TO PROVIDE HAND WATERING (BY WATER TRUCK) TO ALL THE ABOVE SPECIES FOR A TIME PERIOD OF 6 MONTHS.
 ALL PLANTS TO BE DEEP WATERED 3 TIMES PER WEEK ON MONDAY, WEDNESDAY AND FRIDAY.
 CONTRACTOR TO KEEP AND SUBMIT WEEKLY LOG TO PROJECT ENGINEER TO VERIFY ALL WATERING.

SPECIAL LAYOUT NOTE:

PROJECT ENGINEER SHALL WORK WITH CONTRACTOR IN THE LAYOUT OF PROJECT. CONTACT CITY REPRESENTATIVE 2 WEEKS PRIOR TO START OF LANDSCAPE PORTION OF PROJECT TO COORDINATE PRELIMINARY LAYOUT.

PALM PLANTING DETAIL

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1. LANDSCAPE:

A. GENERAL: CONDITIONS AND REQUIREMENTS

- 1) WORK TO INCLUDE FURNISHING LABOR, MATERIALS, TOOLS AND EQUIPMENT, OBTAINING NECESSARY PERMITS; INSTALLING ALL MATERIALS NECESSARY TO COMPLETE IN PLACE THE LANDSCAPING AS HEREIN SPECIFIED
- 2) THE INSTALLATION SHALL COMPLY WITH ALL REGULATIONS OF THE COUNTY AND THE STATE OF FLORIDA. ALL LICENSES, PERMITS AND INSPECTIONS REQUIRED SHALL BE OBTAINED AND PAID FOR BY THE CONTRACTOR. AT COMPLETION OF THE WORK, THE CONTRACTOR WILL TRANSMIT ALL APPLICABLE CERTIFICATES OF INSPECTION TO THE OWNER, OR AUTHORIZED REPRESENTATIVE.
- 3) THE CONTRACTOR AND THE LANDSCAPE SUBCONTRACTOR SHALL PROVIDE A QUALIFIED FOREMAN PRESENT ON THE SITE AT ALL TIMES. THE FOREMAN SHALL BE WELL-VERSED IN READING AND UNDERSTANDING PLANS. THE LANDSCAPE FOREMAN SHALL BE KNOWLEDGEABLE ABOUT SOUTH FLORIDA PLANT MATERIAL AND ITS PROPER HANDLING. THE FOREMAN SHALL BE A FULLY AUTHORIZED AGENT OF THE CONTRACTOR, CAPABLE OF MAKING ON-SITE DECISIONS.
- 5) CONTAINER GROWN PLANTS SHALL BE WELL-ROOTED. PLANTS THAT ARE ROOTBOUND OR ARE DISPROPORTIONATELY LARGE FOR THE CONTAINER SIZE WILL NOT BE ACCEPTED.
- 6) PLANTS GROWN IN FLATS SHALL BE WELL-ROOTED AND HEAVILY FOLIAGED.
- 7) ROOT PRUNING: PLANTS SHALL BE ROOTPRUNED OR PREPARED AS NECESSARY TO AVOID TRANSPLANTING CAUSED DIEBACK, OR DEFOLIATION IN EXCESS OF TWENTY-FIVE PERCENT UNLESS ATTRIBUTED TO SEASONAL CHANGE. PLANTS EXHIBITING THESE CHARACTERISTICS WILL BE REMOVED AT THE REQUEST OF THE OWNER, OR AUTHORIZED REPRESENTATIVE.
- 8) PALMS: ALL PALMS SHALL BE FLORIDA GRADE NO. 1, OR BETTER, AS SPECIFIED IN "GRADES AND STANDARDS FOR NURSERY PLANTS" PART II.

UNLESS OTHERWISE SPECIFIED, ALL NON-SABAL PALMETTO SHALL BE FREE OF FROND BOOTS. PALMS WITH BURNED OR IRREGULAR TRUNKS, TRUNKS WITH NAILS IN THEM, OR CABLE AND OTHER MECHANICAL SCARS WILL BE UNACCEPTABLE. REMOVE ALL DEAD FRONDS AND TAPER TRIM BY NO MORE THAN ONE-THIRD OF PALM HEAD. TIE ALL SABAL PALMETTO HEADS TO PROTECT THE BUD WITH UNTREATED ORGANIC TWINE AS SET FORTH IN FLORIDA DEPARTMENT OF AGRICULTURE'S "GRADES AND STANDARDS FOR NURSERY PLANTS". SEE NOTES ON PLANS FOR PALMS TO BE RELOCATED ON-SITE.

B. MATERIALS:

- 1) PLANT SIZES: ALL PLANT MATERIAL MUST MEET OR EXCEED THESE MINIMUM REQUIREMENTS FOR BOTH HEIGHT AND SPREAD. ANY OTHER REQUIREMENTS FOR SPECIFIC SHAPE OR EFFECT WILL ALSO BE REQUIRED FOR ACCEPTANCE.
- 2) PLANT QUALITY: ALL PLANT MATERIAL FURNISHED BY THE LANDSCAPE CONTRACTOR, UNLESS OTHERWISE SPECIFIED, SHALL BE FLORIDA NO.1, OR BETTER, AND SHALL BE INSTALLED AS SPECIFIED IN "GRADES AND STANDARDS FOR NURSERY PLANTS", PART I (THIRD EDITION, 1973), AND PART II (THIRD EDITION, 1975) BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND THE CONSUMER SERVICES DIVISION OF THE PLANT INDUSTRY.
- 3) PLANTS NOT LISTED IN "GRADES AND STANDARDS FOR NURSERY PLANTS" SHALL CONFORM TO THE FLORIDA STANDARDS SPECIFIED FOR PLANTS LISTED WITH SIMILAR GROWTH HABITS. THE PLANT STANDARDS TO BE MET INCLUDE FREEDOM FROM PEST AND MECHANICAL DAMAGE, FOLIAGE CONDITIONS, TRUNK AND BRANCHING HABIT, AND ROOT CONDITION.
- 4) BALLED AND BURLAPPED (B&B) PLANTS SHALL BE HANDLED BY THE ROOTBALL ONLY. PLANTS WITH CRACKED OR LOOSE ROOTBALLS WILL NOT BE ACCEPTED. ROOTBALLS ARE TO BE A SIZE NORMAL TO SOUND NURSERY PRACTICE. ROOT SYSTEMS SHALL BE WELL-BRANCHED AND FIBROUS.
- 9) SUBSTITUTIONS: SUBSTITUTIONS OF PLANT TYPE OR SIZE WILL NOT BE ACCEPTED UNLESS SUBSTANTIAL DOCUMENTATION IS SUBMITTED SHOWING THE UNAVAILABILITY OF THE PARTICULAR PLANT TYPE OR SIZE.
- 10) PLANTING SOIL: ALL PLANT MATERIAL INSTALLED SHALL USE A 50% MUCK/50% SAND MIX THAT IS CLEAN AND REASONABLY FREE OF CONSTRUCTION DEBRIS, WEEDS, VIABLE WEED SEEDS, NOXIOUS PESTS, ROCKS, DISEASE, AND MATERIALS. THE TOPSOIL IS TO BE AMENDED WITH FIFTY PERCENT MUCK. THE MUCK IS TO BE FREE OF EXCESS CALCIUM AND HAVE A LIGHT ACID REACTION (5.5 TO 6.5 PH).
- 11) MULCH: ALL MULCH SHALL BE FLORAMULCH MELALEUCA MULCH OF UNIFORM SIZE AND APPEARANCE.

LANDSCAPE NOTES 1 OF 3

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C: INSTALLATION:

- 1) PLANTING BEDS: THE PLANTING BEDS SHALL BE PREPARED TO PROVIDE ADEQUATE DRAINAGE FOR GOOD PLANT GROWTH. THE CONTRACTOR SHALL REPORT IN WRITING ANY CONTAMINANTS DISCOVERED IN A PLANTING BED THAT WOULD INHIBIT GOOD PLANT GROWTH TO THE OWNER, OR HIS AGENT, PRIOR TO PLANTING IN SUCH A CONTAMINATED PLANT BED.
- 2) FERTILIZER: TREES AND SHRUBS SHALL BE FERTILIZED AS PER SECTION 02950.
- D) BIO-STIMULANT:
 - 1) ALL LARGE TREES AND PALMS SHALL RECEIVE "DIEHARD" TRANSPLANT AND/OR PALM PACKETS.
 APPLY (1) ONE PACKET (8 OZ) PER 2 INCHES OF CALIPER
 1 GAL PLANTS SHALL RECEIVE (1) "DIEHARD" (8 OZ) PACKET
 3 GAL PLANTS SHALL RECEIVE (2) "DIEHARD" (8 OZ) PACKETS
 7 GAL PLANTS SHALL RECEIVE (4) "DIEHARD" (8 OZ) PACKETS
 15 GAL PLANTS SHALL RECEIVE (6) "DIEHARD" (8 OZ) PACKET
 25 GAL PLANTS SHALL RECEIVE (8) "DIEHARD" (8 OZ) PACKETS

 PRODUCT DOES NOT GO IN BOTTOM OF HOLE
 ADD BIO-STIMULANT AROUND SIDES AS PER MANU SPECS
 CONTACT: HORT INDUSTRIES (SAM CONSOL) 954-771-4761
 - 2) PALMS SHALL BE FERTILIZED WITH LESCO (9 - 5 - 9) PALM SPECIAL WITH MICRONUTRIENTS AS PER MANUFACTURERS RECOMMENDED APPLICATION RATE. FERTILIZER SHALL BE FULLY INCORPORATED INTO THE TOP TWO INCHES OF SOIL.

 AREAS TO BE SODDED SHALL BE FERTILIZED WITH SCOTT'S TURF STARTER (16 - 25 - 12) AS PER MANUFACTURERS RECOMMENDED APPLICATION RATE. FERTILIZER SHALL BE FULLY INCORPORATED INTO THE TOP TWO INCHES OF SOIL.
 - 3) MULCH: ALL TREES IN SOD AREAS ARE TO HAVE A THIRTY INCH RING COVERED WITH A TWO INCH LAYER OF MELALEUCA MULCH. COVER ALL SHRUB BEDS WITH A TWO INCH LAYER OF MELALEUCA MULCH. MULCH PLANTS WITHIN TWENTY-FOUR HOURS OF PLANTING.
 - 4) WATERING: HAND WATERING SHALL BE DONE AS NEEDED TO KEEP THE PLANT ROOT MASSES AND PLANTING SOIL UNIFORMLY MOIST TO MAINTAIN A HEALTHY GROWING CONDITION UNTIL FINAL JOB ACCEPTANCE BY THE OWNER, OR AUTHORIZED REPRESENTATIVE. ANY PLANTS WITH ROOT MASSES THAT DRY OUT WILL NOT BE ACCEPTABLE.
 - 5) SODDING: PLACE AUGUSTINE BAHIA SOLID SOD IN ALL AREAS NOT COVERED WITH PLANT MATERIAL OR PAVING AS NOTED ON THE PLANS. THE SOD AND SOD BED SHALL BE MOIST AT TIME OF INSTALLATION.

 THE SOD SHALL BE THICK, WELL-MATTED AND EVENLY CUT. THE SOD SHALL BE STRONG ENOUGH SO IT RETAINS ITS SHAPE WHEN HANDLED BY THE TOP GRASS BLADES. THE SOD PIECED SHALL BE A MINIMUM 12" X 24" SIZE. THE SOD BED IS TO BE WELL-COMPACTED AND EVEN. THE SOD SHALL BE LAID BY HAND SO THERE ARE NO GAPS OR VOIDS BETWEEN PIECES. STAGGER THE SOD PIECES BETWEEN ROWS. ON SLOPES, THE ROWS SHALL RUN 90° TO THE SLOPE DIRECTION. ROLL OR HAND TAMP THE SOD IMMEDIATELY AFTER INSTALLATION AND COMMENCE WATERING. THE SOD LEVEL SHALL BE SET SO WATERFLOW FROM ADJACENT SURFACES IS NOT IMPEDED. MAINTENANCE OF THE SOD WILL BE THE RESPONSIBILITY OF THE CONTRACTOR UNTIL ACCEPTANCE BY THE OWNER, OR AUTHORIZED REPRESENTATIVE. MOWING SHALL BE DONE OFTEN ENOUGH SO NO MORE THAN ONE-THIRD THE HEIGHT OF THE GRASS BLADE IS REMOVED. THE SOD SHALL BE GUARANTEED FREE OF WEEDS AND PESTS THAT AFFECT ITS UNIFORM APPEARANCE FOR NINETY DAYS. SOD LINES AT SHRUB BEDS, TREE RINGS AND PAVEMENTS SHALL BE CUT EVEN AND SHARP.
 - 6) TREE GUYING: ALL SINGLE STEM TREES SHALL BE SECURELY GUYED AND STAKED AT TIME OF PLANTING, USING THREE 1-3/4" BLACK WELLINGTON TAPE. STAKES ARE TO BE SET BELOW FINISHED GRADE. FASTEN A MINIMUM OF ONE 6" X 1-1/2" PLASTIC FLAGGING HALFWAY UP EACH GUY WIRE.

 TREE WITH NAILS IN THEIR TRUNKS OR TREES WITH OTHER MECHANICAL TRUNK DAMAGE WILL NOT BE ACCEPTABLE.

LANDSCAPE NOTES 2 OF 3

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PLANTING: EXCAVATE ALL TREE PLANTING HOLES 12' INCHES D. DEEPER THAN THE ROOTBALL DEPTH. LOOSEN THE BOTTOM OF THE HOLE SIX INCHES DEEPER THAN THE REQUIRED HOLE DEPTH. TREES WITH ROOTBALLS TWO FEET IN DIAMETER OR LESS SHALL BE PLANTED IN HOLES ONE FOOT GREATER IN RADIUS. TREES WITH ROOTBALLS GREATER THAN TWO FEET AND LESS THAN FOUR FEET IN DIAMETER SHALL BE PLANTED IN HOLES EIGHTEEN INCHES GREATER IN RADIUS.

SET ALL PLANTS ON A FIRM WELL COMPACTED BASE IN A STRAIGHT UPRIGHT POSITION AT THE SAME DEPTH AS BEFORE TRANSPLANTING SO THE TOP OF THE ROOTBALL IS EQUAL TO THE LEVEL OF THE SURROUNDING FINISHED GRADE. WHEN BACKFILLING AROUND THE PLANTS, TAMP AND WATER IN THE TOP SOIL TO ELIMINATED AIRPOCKETS. RELEVEL AND FILL ANY AREAS THAT SETTLE AFTER COMPLETION OF THE JOB. THE OWNER OR AUTHORIZED REPRESENTATIVE WILL REQUIRE PLANTS BE RESET IF NOT SET PROPERLY.

- 8) PRUNING: ALL PRUNING SHALL BE DONE IN ACCORDANCE WITH STANDARDS SET FORTH BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE. LIMIT PRUNING TO BROKEN OR DAMAGE STEMS. PRUNE BACK TO THE PARENT STEM IF NECESSARY TO COMPENSATE FOR ROOTS LOST IN TRANSPLANTING. NO PRUNING SHALL BE DONE TO ADVERSELY AFFECT THE NATURAL HABIT OR SHAPE OF PLANTS UNLESS OTHERWISE SPECIFIED. ROOTS THAT ARE BROKEN OR JAGGED SHALL BE CUT CLEANLY. THE OWNER OR AUTHORIZED REPRESENTATIVE RESERVES THE RIGHT TO REQUIRE ADDITIONAL PRUNING FOR AESTHETIC OR OTHER REASONS.

FINAL COMPLETION: THE CONTRACTOR SHALL BE RESPONSIBLE FOR LEAVING THE JOB SITE FREE OF ALL CONSTRUCTION DEBRIS AND IN AN ORDERLY STATE. CLEAN ALL WALKS, PAVING, AND SITE FEATURES OF DIRT, TIRE MARKS AND OTHER DEBRIS. WEEDING OF PLANT BEDS, PRUNING OF SHRUBS, CUTTING AND TRIMMING OF GRASS WILL BE DONE UNTIL THE JOB IS COMPLETE AND ACCEPTED BY THE OWNER OR AUTHORIZED REPRESENTATIVE. UNTIL FINAL ACCEPTANCE, THE PLANT MATERIALS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

- E. GUARANTEE: ALL PLANT MATERIAL AND WORK SHALL BE GUARANTEED FOR ONE YEAR FROM DATE OF FINAL JOB ACCEPTANCE. DURING THE ONE YEAR GUARANTEE, ANY PLANT MATERIAL THAT DIES, OR IS IN AN UNHEALTHY CONDITION SHALL BE REPLACED WITH THE SAME PLANT TYPE AT LEAST EQUAL TO THE SIZE AND QUALITY ORIGINALLY SPECIFIED. THE REPLACEMENT MATERIAL SHALL ALSO BE GUARANTEED FOR ONE YEAR FROM THE DATE OF ITS INSTALLATION. THE GUARANTEE WILL BE NULL AND VOID IF PLANT MATERIAL IS DAMAGED OR KILLED BY LIGHTNING, HURRICANE FORCE WINDS, HAIL OR FREEZE.
- F. EXCESS SUITABLE MATERIAL: UPON DIRECTION OF THE OWNER, OR AUTHORIZED REPRESENTATIVE, ALL VEGETATION, DEBRIS, CONCRETE, OR OTHER UNSUITABLE MATERIALS SHALL BE DISPOSED IN A SUITABLE MANNER BY THE CONTRACTOR.

LANDSCAPE NOTES 3 OF 3

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PART V PRICE LIST / COST PROPOSAL

BIDDER NAME _____

Bidder agrees to supply the products or services at the prices bid below in accordance with the terms, conditions, and specifications contained in this ITB.

Item #1: Furnish all materials, labor, and equipment to remove Sabal Palmetto palms, backfill excavated hole with clean fill, and restore damaged areas with Argentine Bahia sodding. Sabal Palms shall be taken offsite and disposed of in a suitable manner at an approved site by the contractor.
Approximately 150 palms,

@ \$ _____/EACH \$ _____.

Item #2: Furnish all materials, labor, and equipment to install Sabal Palmetto, 5-foot, grey wood.
Approximately 21 palms,

@ \$ _____/EACH \$ _____.

Item #3: Furnish all materials, labor, and equipment to install Sabal Palmetto, 10-foot, grey wood.
Approximately 47 palms,

@ \$ _____/EACH \$ _____.

Item #4: Furnish all materials, labor, and equipment to install Sabal Palmetto, 15-foot, grey wood.
Approximately 34 palms,

@ \$ _____/EACH \$ _____.

Item #5: Furnish all materials, labor, and equipment to provide for a 6-month watering and maintenance period for newly planted palms.

Watering shall be done on a 3-day/week basis for the 6-months after installation and acceptance. Contractor shall supply their own water and trucks.

This item includes fertilizer application and watering schedule, pruning, mulching, and all other items as described in Section 02950.

LUMP SUM \$ _____.

TOTAL (ITEMS 1 THROUGH 5): \$ _____.

(TOTAL WRITTEN DOLLAR AMOUNT)

BID ALTERNATE "A"

Item #1A: Furnish all materials, labor, and equipment to install Sabal Palmetto, 10-foot, grey wood.

Approximately 20 palms,

@ \$ _____/EACH \$ _____.

Item #2A: Furnish all materials, labor, and equipment to install Sabal Palmetto, 15-foot, grey wood.

Approximately 16 palms,

@ \$ _____/EACH \$ _____.

Item #3A: Furnish all materials, labor, and equipment to provide for a one-year watering and maintenance period for newly planted palms.

Watering shall be done on a 3-day/week basis for the 6-months after installation and acceptance. Contractor shall supply their own water and trucks.

This item includes fertilizer application and watering schedule, pruning, mulching, and all other items as described in Section 02950.

LUMP SUM \$ _____.

TOTAL (ITEMS 1A THROUGH 3A): \$ _____.

(TOTAL WRITTEN DOLLAR AMOUNT-ALTERNATE "A")

The City of Ft. Lauderdale reserves the right to waive any informality in any bid and to reject any or all bids.

CONTRACTOR NOTE: The City of Ft. Lauderdale reserves the right to select and award items in any combination.

Discount offered if City purchases above items with the City's P-card (VISA).

Discount offered _____ % deducted from above cost for EACH.

This discount shall be considered by the City in determining the low, responsive, responsible bidder, if the City chooses to make the purchase using the City's P-card.
(See paragraph #9 of Introduction / Information)

PART VI QUESTIONNAIRE**Prior Experience:**

Number of years experience the proposer has had in providing similar services:

_____years

List below those persons who will have a management or senior artistic position working with the City, if you are awarded the contract. List name, title or position, and project duties. A resume or summary of experience and qualifications must accompany your proposal.

List all clients for whom you have provided similar services in the last three years. Provide agency name, address, telephone number, contact person, and date service was provided. If services provided differs from the one presented in your proposal, please delineate such differences.

List those City of Fort Lauderdale agencies with which the proposer has had contracts or agreements During the past three (3) years:

Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

a. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:

b. list all judgments from lawsuits in the last 5 years which are concerned directly with the staff or Part of your organization proposed for the contract.